

## AMENDMENT NO. 2

This Amendment modifies Contract No. 12-84-387, for Maintenance and Repair of Generators by and between the County of Cook, Illinois, herein referred to as "County" and Patten Industries, Inc., authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

### RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the Chief Procurement Officer on November 22, 2013 (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Maintenance and Repair of Generators (hereinafter referred to as the "Services") from November 22, 2013 through November 21, 2015 with two, one-year renewal options, in an amount not to exceed \$106,700.00; and

Whereas, Amendment # 1 was executed on June 4, 2015 for an increase in the amount of \$100,000.00; and

Whereas, the Contract will expire November 21, 2015, and the agreed upon Services are still required; and

Whereas, a renewal is desired for the continuation of Services; and

Whereas, an increase in the amount of \$100,000.00 is required for the continuation of Services; and

Whereas, the County and Contractor desire to renew the Contract for 12 months beginning on November 22, 2015 through November 21, 2016.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renewed through November 21, 2016.
2. The Contract is increased by \$100,000.00 and the Total Contract Amount is revised to \$306,700.00.
3. GC-04 Payment of the Agreement is deleted in its entirety and is revised as follows:

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

3. The attached Identification of Subcontractor and MBE/WBE Utilization Plan forms are incorporated and made a part of this Contract.
4. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

County of Cook, Illinois

Patten Industries, Inc.

By: [Signature]  
Chief Procurement Officer

[Signature]  
Signed

By: N/A  
State's Attorney (if applicable)

Garrett Patten  
Type or print name

President  
Title

Date: 9 December 2015

Date: 10/11/2015

Contract No. 12-84-387  
Vendor Name: PATTEN INDUSTRIES, INC.

ATTACHMENT

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

**OCPO ONLY:**  
☐ Disqualification  
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Date: 6/1/15
Total Bid or Proposal Amount:	Contract Title:
Contractor: Patten Cat	Subcontractor/Supplier/ Subconsultant to be added or substitute:
Authorized Contact for Contractor: Melissa Simon	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): simonm@patten-cat.com	Email Address (Subcontractor):
Company Address (Contractor): 615 W Lake St.	Company Address (Subcontractor):
City, State and Zip (Contractor): Elmhurst IL 60126	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 630 279 4400	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor):	Estimated Start and Completion Dates (Subcontractor):

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Generator Maintenance & Repairs	

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor: Patten Cat  
Name: Melissa Simon  
Title: Patten Power Systems product support mgr. 6/1/15  
Prime Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_



OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

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17th District

October 8, 2015

Ms. Shannon Andrews  
Chief Procurement Officer  
County Building, Room 1018  
Chicago, IL 60602

Re: Contract #12-84-387, Amendment No. 2  
Maintenance and Repair of Generators

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises Ordinance. After careful review it has been determined that this amendment is responsive to the Ordinance.

Bidder: Patten Power Systems

Original Contract Amount: \$106,700.00

Increase Contract Amount: \$150,000.00

Increase Contract Amount: \$100,000.00

New Contract Amount: \$356,700.00

Term of Contract: November 22, 2015 through November 21, 2016

Full MWBE Waiver Granted: There is a lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract therefore making it infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Additionally, please note that original forms were used in the determination of the responsiveness of this contract.

Sincerely,

*Jacqueline Gomez*

Jacqueline Gomez  
Director

JG/la

Cc: Belinda Henderson, Department of Facilities Management

**MBE/WBE UTILIZATION PLAN - FORM 1**

*See attached letter*

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

**I. BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- ☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- ☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))
- ☐ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

**II.** ☐ **Direct Participation of MBE/WBE Firms** ☐ **Indirect Participation of MBE/WBE Firms**

**NOTE:** Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

**MBE/WBE LETTER OF INTENT - FORM 2**

*See attached letter*

M/WBE Firm: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Ethnicity: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bid/Proposal/Contract #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

FEIN #: \_\_\_\_\_

Email: \_\_\_\_\_

Participation: ☐ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☐ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

\_\_\_\_\_  
\_\_\_\_\_

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE) \_\_\_\_\_

Signature (Prime Bidder/Proposer) \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Firm Name \_\_\_\_\_

Firm Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL

**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**



**FULL MBE WAIVER**



**FULL WBE WAIVER**



**REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

\_\_\_\_ % of Reduction for MBE Participation

\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.



(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**



(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**



(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**



(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**



(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**



(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**



(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**



(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**



(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.



Aaron Moser  
Procurement Analyst  
Office of the Chief Procurement Officer  
118 N. Clark Street, R. 1018  
Chicago, IL 60602

10/1/2015

Re: Waiver of MBE/WBE requirements for  
Project:  
Contract No:

Dear Mr. Moser,

Patten Industries, Inc. d/b/a Patten Power Systems respectfully requests a [full][partial] waiver of the MBE/WBE requirements on the above-referenced contract. Due to the specific requirements set forth in the detailed specifications, we are unable to locate a qualified MBE/WBE certified by [the City of Chicago][Cook County][MWRD]. We have contacted assistance agencies for help, and have received no response to that request.

Our company believes in and supports the MBE/WBE compliance order. We have and continue to enlist the services of firms like Sutton Ford, a certified MBE, for service truck purchases, Lady Lift, Inc. a certified WBE, for lift rentals and other purchases, Logsdon Office, a certified WBE, for office supply purchases, Midwest REM, a certified MBE, for transportation services, and Overture Premiums and Promotions, a certified MBE, for purchase of miscellaneous items. However, due to the nature of the specifications for this Project, the majority of the work involves labor from our own employees and specialty OEM parts directly from the manufacturer or authorized distributors. As a business, we do not have the volume of miscellaneous expenses to support indirect MBE/WBE participation above and beyond our current contract commitments with the [City of Chicago][Cook County].

Should you have any questions please feel free to call.

Very truly yours,

Melissa Simon  
Product Support Sales Manager  
Patten Cat Power Systems

